

HHS Modifications to OPM's Optional Form (OF) 69
Assignment Agreement
Title IV of the
Intergovernmental Personnel Act of 1970
(5 U.S.C. 3371 - 3376)

Instructions

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government", when appearing on this form, refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 15 days of the effective date of the assignment, one copy of this form must be sent to:

Office of Intergovernmental Personnel Programs
Office of Personnel Management
Room 7H39

1900 E Street, N.W.

Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's Regional office.

PART 1 - NATURE OF ASSIGNMENT AGREEMENT

1-A. Origin of Assignment Agreement

☒ New Agreement

☐ Modification of existing agreement

☐ Extension of existing agreement

☐ Modification and Extension of existing agreement

1-B. Category of Assignment Agreement

☒ Regular purpose assignment as defined in HHS 334-1-30C

☐ Special purpose assignment as defined in HHS-1-30D with total time of assignment and extensions limited to 4 consecutive years

☐ Special purpose assignment as defined in HHS 334-1-30D which may be extended beyond 4 years as provided in P.L.98-146

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (*Last, First, Middle*)

3. Social Security Number

4. Home Address (*Street, City, State, ZIP Code*)

5-A. Has assignee served on a previous IPA assignment?

☐ Yes (complete 5-B) ☒ No (omit 5-B)

5-B. Dates of previous IPA assignment(s):

FROM:

TO:

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (*List office, bureau or organizational unit which is party to the agreement*)
DHHS/NIH/NICHD

7. Eligible Non-Federal Co-Sponsor

8. Is assignment being made through a faculty program?
If yes, give name of program.

☐ Yes

☒ No

PART 4-POSITION DATA**A.- Position Currently Held**

9. Employment Office Name and Address
(Building, Street, City, State and ZIP Code)

10. Employee's Position Title

11. Office Phone No. (Area Code)

12. Immediate Supervisor (Name and Title)

B. Type of Current Appointment

13. Federal Employees (Check appropriate box.)

4. Non-Federal Employees

☐ Career Competitive
☐ Other (Specify)

Indicate Grade Level

N/A

Non-Federal Annual Salary

Original Date Employed by the Non-Federal Organization

N/A

C. Position to Which Assignment Will Be Made

15. Employment Office Name and Address
(Building, Street, City, State and ZIP Code)

16. Assignee's Position Title

17. Office Phone No. (Area Code)

18. Immediate Supervisor (Name and Title)

PART 5-TYPE OF ASSIGNMENT

19. Check appropriate Box
☐ On detail from a Federal Agency
☐ On leave without pay from a Federal Agency
☒ On detail to a Federal Agency
☐ On appointment in a Federal Agency

20. Period of Assignment (Month, Day, Year)
From: To:

PART 6-REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating Federal and non-Federal co-sponsoring organizations. In addition, indicate how the employee's newly acquired skills will be utilized at the completion of this assignment.

PART 7-POSITION DESCRIPTION

22-A. ___ Unclassified duties described below approximate level of difficulty of duties of permanent assignment:

22-B. N/A A classified description of duties is attached for:

___ LWOP/appointment assignment

___ detail assignment significantly different from duties of permanent assignment

PART 8-EMPLOYEE BENEFITS

23. Rate of Annual Basic Pay: \$ (12 mos.)

25-A. Annual leave benefits for which assigned employee is eligible:
days/month

24. Special Pay Conditions:

25-B. Sick leave benefits for which assigned employee is eligible:

___ Routine adjustments in salary (applying to all employees, or to individual employees after a prescribed length of service, or as a merit pay adjustment for this assignee) and benefit costs will be reported on quarterly or other periodic billing between co-sponsors and shared at the established cost-sharing ratio for that category without a revision of this agreement document.

days/month

25-C. Official authorized to approve annual or sick leave:

25-D. Periodic time and attendance reports to be provided by telephone, and written confirmation to follow:

x every month : ___ (not applicable)

25-E. Co-Sponsor officials designated to communicate time and attendance information:

___ Other:

Designated Reporter**Designated Report Receiver**

Name:

Title:

Telephone:

Address:

25-F. Determination of post-assignment financial adjustment for annual leave accrued versus annual leave used:

☒ Employer co-sponsors agree that assignee will accrue and use annual leave as needed with no post-assignment financial adjustment

☐ N/A Employer co-sponsors agree that post-assignment settlement for annual leave accrued versus annual leave used will be made
(see Exhibit 334-1-C)

PART 9-FISCAL OBLIGATIONS

26. Determine the relative benefit accruing to each co-sponsoring organization based on the Assignment Purposes listed below. Place a number in the boxes under the beneficiary as follows:

-2- Principal Purpose(s)

-1- Lesser Purpose(s)

-0- Not Applicable

PRINCIPAL PURPOSES OF THE ASSIGNMENT	FEDERAL	NON-FEDERAL
<input checked="" type="checkbox"/> Developmental Opportunity for Assignee (benefits sending co-sponsor)		
<input type="checkbox"/> Supports Agency Mission (benefits sending co-sponsor)		
<input checked="" type="checkbox"/> Supports Government-wide Initiatives (benefits Federal co-sponsor)		
<input type="checkbox"/> Strengthens Intergovernmental Relations (benefits both)		
<input type="checkbox"/> Meets Temporary Need for Skilled Personnel (benefits receiving co-sponsor)		
<input type="checkbox"/> Share Scarce Expertise (benefits receiving co-sponsor)		
<input type="checkbox"/> Assists in the Transfer of new Ideas and Technology (benefits receiving co-sponsor)		
<input type="checkbox"/> Other (Please state)		

COMPUTE BENEFIT RATIO

TOTALS (A) _____ (B) _____

On the basis of 100% determine what percentage of the benefits from the assignment will be received by each co-sponsoring organization (e.g., Federal 40%/Non-Federal 60%):

1. Add (A) to (B) = (C)
2. Divide A by C = ____% Benefit to Federal
3. Divide B by C = ____% Benefit to Non-Federal

HHS Transmittal

27-A. Cost-Sharing of Salary and Allowable Expenses (At rates of first day of assignment/extension)	Federal Share	Total Non-Federal Costs Share	
*Annual Salary (or monthly salary annualized)			
*Annual Employee Benefit Costs (retirement, etc.)			
Total Annualized Salary & Benefit Costs			
**Length of Assignment Multiplier	x 0.38		
Salary and Benefit Cost over Assignment Period			
***Federally Authorized Relocation Expenses	\$	\$	\$
Pre-Assignment Calculation of Assignments Cost			

- Salary and benefit cost are arbitrarily those as of the first day of the proposed assignment or extension (adjustments for changes in pay and

benefits during assignment are recorded in Block 24).

** Examples: 2 year would be: X 2 8 months would be: X .67 1 full year would be: X 1

*** Return trip costs at end of assignment are arbitrarily those of initial relocation unless a different method of return is planned (exclude expected job related travel expenses during assignment period which assignee will bill to gaining co-sponsor in the same manner as other employees of the gaining co-sponsor)

27-B. Determination of Need for Variance Approval

Federal**Non-Federal**

Benefit Ratio (last line from Block 26)

_____ / _____

Cost-Sharing Commitments (last line from Block 27-A.)

_____ / _____

_____ Federal costs are the same or less than the estimated Federal benefit (go to block 27-D)

_____ Federal costs exceed the estimated Federal benefit

_____ variance approval not required for Special Purpose Assignment as defined in HHS
334-1-30D (go to Block 27-D)

_____ justification for variance

27-C. Benefit Ratio/Cost-Sharing Ratio Variance Approval _____ required (see 45) x not required

27-D. Officials responsible for carrying out financial terms of agreement:

Federal

Non-Federal

Name:

Title:

Telephone:

Address:

27-E. Frequency and method by which co-sponsors will bill and pay costs to be shared:

PART 10-CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT x 28. Applicable Federal, State or local conflict of interest laws have been reviewed with the employee to assure that conflict of interest situations do not inadvertently arise during this assignment. x 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11-OPTIONS

	Required	Elected	Not Declined	Applicable
30. Federal Benefits Options				
A. Federal Employees Group Life Insurance (FEGLI)				
Basic Coverage		_____	_____	
Option A			_____	_____
Option B _____x1 _____x2 _____x3 _____x4 _____x5		_____	_____	
Option C			_____	_____
B-1. Federal Civil Service Retirement	_____			
B-2. Federal Withholding for Medicare Only (Federal employees)	_____			
B-3. Payroll Withholding for (all) Social Security Programs	_____			
C. Federal Employee Health Benefits		_____		
D. TOTAL Federal Government Employer Costs (to be carried to Block 27-A, line 2, first column)		\$ _____	N/A	

	Pay Period Cost (to employer)	Annualized Costs (to employer)
31. Non-Federal Benefit Options		
Social Security		
Medicare		
Worker's Compensation		
Retirement Fund		
Health Insurance		
Vested Benefits (Bonus)		
TOTAL (to be carried to Block 27-A, line 2, first column)		\$ _____

32. Other Benefits *(Indicate any other employee benefits to be made part of this agreement)*

PART 12-TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

33-A. Travel and transportation expenses (including movement of household goods) to and from the assignment, or per diem allowances in lieu of movement of household goods; how expenses will be billed and paid or reimbursed:

Total Allowable Per Diem: \$100/day

Federal Share : 138 days @ \$75/day = \$10,350

Non-Federal Share: 138 days @ \$25/day = \$3,450

TOTAL Allowable Costs (to be carried to Block 27-A, line 5, first column) \$ _____

33-B. Other travel, transportation, meeting or conference attendance cost, etc. for which assignee will be supported or reimbursed, and which co-sponsor will reimburse or support during period of assignment (guaranteed to assignee but NOT cost-shared by co-sponsors)

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

☐ A. YES - The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.

☐ YES, with exceptions attached.

☐ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.

☐ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.

☐ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.

☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. *(For Federal employees only)*

☐ F. Sections C and E (left blank above) have been determined to be non-applicable by intent of Congress under P.L.93-638 and P.L.98-146 that obligation of employee to return to Federal Government employment following IPA assignment does not apply to HHS employees serving assignments with Indian tribal organizations to implement the self-determination objectives of P.L.93-638.

☐ G. Assignee (on Regular Purpose Assignment) agrees to complete Exhibit 334-1-F (Post-Assignment Evaluation) after conclusion of the assignment.

☐ H. Federal employee on assignment to Indian tribal organization to implement self-determination objectives of P.L.93-638 is exempt from RIF during assignment as provided in HHS-351-1-70.

☐ I. Federal employee on assignment to non-Federal organization other than Indian tribal organization understands any organization RIF during assignment will apply in the same manner as if employee were not on assignment.

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

35. In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies applicable.

Signature of Assignee

Date

PART 15- CERTIFICATION OF APPROVING OFFICIALS

36. Federal Supervisor's Commitment (for regular purpose assignments only)

In signing this agreement, I certify that I understand and will comply with the requirements upon Federal supervisors both during the assignment period and during the post-assignment evaluation period which will follow.

Signature of Federal Supervisor

Date

37. Certification of Recommending Operating Division Official

The Operating Division endorses all terms provided in this agreement. (If a non-Federal employee on leave without pay is being appointed to a Federal position, I certify that the assignee's skills are not available among present employees of the Operating Division or among former employees on a Reemployment Priority List for the commuting area of the assignment.)

Signature of Operating Division Endorsing Official

Date

38. Title

39. Certification of Authorizing Non-Federal Official

40. Certification of Authorizing Federal Official

In signing this agreement we certify that the description of duties is current and fully and accurately describes those of the assigned employee, that his assignment is being entered into (or extended) for a sound, mutually beneficial, public purpose and not solely for the employee's benefit, and that at the completion of the assignment, the participating employee will be returned to the position occupied at the time this agreement was entered into or a position of like seniority, status, and pay unless the employee must be subject to reduction-in-force (RIF) procedures:

Signature of Authorizing Non-Federal Official

Signature of Authorizing Federal Official

41. Date of Signature: _____

42. Date of Signature: _____

43. Typed or Printed Name and Title

44. Typed or Printed Name and Title

Director,

45. Signature of ADDITIONAL APPROVING OFFICIAL: _____ required ☒ not required

Signature

Date

____ Typed or Printed Name and Title

Privacy Act Statement

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, Local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

Assignment Agreement

Title IV of the Intergovernmental Personnel Act of 1970

(5 U.S.C. 3371 - 3376)

Certification:

I endorse all terms provided in this agreement. I certify that this assignee's skills are not available among present employees of the ICD or among former employees on the Reemployment Priority List and that this agreement is being entered into for a sound, mutually beneficial, public purpose and not solely for the employee's benefit.

Signature of Human Resources Officer

Date

Certification of the Office of Human Resources, NIH:

In signing this agreement, I certify that I have reviewed this agreement and find that it meets all legal and regulatory policies and procedures governing the IPA mobility program.

Director of Human Resources

N/A

Date